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AGREEMENT

between

Ewing Township Board of Education
BOARD OF EDUCATION, TOWNSHIP OF EWING

and

THE ASSOCIATION OF EWING TOWNSHIP EDUCATIONAL SECRETARIES

X July 1, 1987 through June 30, 1988

1. RECOGNITION

- 1.1 Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Ewing Township Board of Education hereby recognizes the Association of Ewing Township Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment of all of the following individuals under contract with the Board including all secretaries, head bookkeeper (budgetary), head bookkeeper (payroll), principal financial clerks, office assistants and career resource technicians but excluding substitutes, part-time summer help and confidential employees as determined by the Public Employment Relations Commission.
- 1.2 Unless otherwise specified in this Agreement, the personnel represented by the Association in the unit described above, shall herein be referred to as employees.

2. NEGOTIATION PROCEDURE

- 2.1 The parties agree to commence negotiations for a successor agreement in accordance with the provisions of Chapter 123, Public Laws of 1974.
- 2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- 2.3 The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- 2.4 This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in "19. TERM AND DURATION", neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- 2.5 In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- 2.6 The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in "1. RECOGNITION", with any other organization other than the Association.
- 2.7 The Association will be required to show proof of majority representation.

then formally present his grievance in writing to his immediate supervisor or principal and shall receive an answer in writing within seven (7) school days after presentation.

Step 2. If the grievance is not settled at the first step, the Association may make written request to the Superintendent of Schools for a second step meeting within seven (7) school days after the answer at the first step. The Superintendent shall set a meeting within seven (7) school days after the request, or for such other time as is mutually agreeable. Said meeting shall be between not more than three (3) representatives of the Association and the Superintendent or his designee and his assistant, not to exceed three (3). The Superintendent's written answer shall be delivered to the Association within seven (7) school days after the meeting.

Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) school days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) school days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) school days.

Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- a. any matter for which a method of review is prescribed by law.
- b. any rule or regulation of the Commissioner of Education.
- c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. a complaint of any employee which arises by his reason of not being reemployed.

Step 5. If the matter is still unresolved and if the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

- 5.3 The Association shall have the right to apply for use of school buildings for meeting of their membership. Applications for such permission shall follow existing Board policy.
- 5.4 The Association shall have the right to use the interschool mail delivery service and school mail boxes for official Association notices.

6. WORK SCHEDULE

6.1 Work schedule for all employees:

- a. Date schools open through date schools close, when schools are in session - eight (8) hour day, includes one (1) hour off for lunch.
- b. Summer hours seven (7) hour day includes 3/4 hour off for lunch - shall be effective immediately upon closing of school in June until the school opening in September, and on all work days when schools are not in session and children are not in attendance.
- c. Ten month employees shall work the five (5) working days immediately prior to September 1st.

6.2 Employees located in the Administration Building will be scheduled in such a way so that the building will be covered until 4:00 p.m. when schools are not in session.

6.3 If employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.

7. LEAVES OF ABSENCE

7.1 One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.

7.2 Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year. No unused days shall be accumulated. Personal leave may be taken for any of the following reasons and shall be taken in minimum of one-half (1/2) day segments except in the case of an emergency:

- a. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
- b. Death of a relative or close friend.

9. VACATIONS

9.1 Only full time twelve (12) month employees shall be granted paid vacations on the following basis:

- a. One (1) day per month starting with the fourth (4th) month for a maximum of nine (9) days.
- b. One (1) year of service through five (5) years of service - ten (10) days.
- c. Six (6) years of service through ten (10) years of service - fifteen (15) days.
- d. Over ten (10) years of service - twenty (20) days.

9.2 Vacations may be taken anytime during the year with the approval of the immediate supervisor.

9.3 An employee must have started to work prior to the sixteenth (16th) of the month in order to receive credit for the entire month.

9.4 All employees who have heretofore or hereafter become twelve (12) month employees after serving the district as ten (10) month employees shall be given credit for the purpose of computing their vacation entitlement for all years in the district whether it is ten (10) or twelve (12) month employees.

10. TERMINATION OF EMPLOYMENT

10.1 The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least two (2) weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or a hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure.

10.2 On or before May 15th of each year the Board of Education shall notify those members whose continued employment might be in question for the forthcoming year.

11. SALARIES

11.1 The pay schedule for all employees covered by this agreement shall be as set forth in Appendix "A" attached.

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1987 and ending June 30, 1988.

- 12.3 In addition the Board shall offer a \$1.00 co-pay Prescription Drug Plan with a company selected by the Board.
- 12.4 In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.
- 12.5 It is understood that any changes in insurance coverage affecting all staff members would automatically be included in this agreement.
- 12.6 Effective July 1, 1985 the Board of Education shall provide the 1B Dental Plan, N.J. Dental Service Plan, Inc. covering the employee and his/her family dependents.
- 12.7 As of July 1, 1987, subject to the approval by the carrier, Ortho II Family Plan orthodontic benefits for both adults and children (children covered to age 19, student-child covered to age 23) shall be included in the present New Jersey Dental Service Plan, Inc.

13. PROMOTIONS

- 13.1 Notice of a vacancy in the system in positions included in this agreement will be given by the Assistant Superintendent to the Association. Such notice will set forth pertinent information about the position, if deemed necessary by the Assistant Superintendent, and will indicate the closing date for receiving applications from employees within the school system.
- 13.2 The Assistant Superintendent shall consider all applications.
- 13.3 The Board reserves the right to appoint or retain whom it will to any position.
- 13.4 In determining a new salary for an employee who is promoted, either "a." or "b." below will be applied, whichever is in the best interest of the employee:
 - a. Upon promotion the employee will move to the new category with an increase in salary at a level which is just above that which the employee is currently receiving plus one step, with the understanding that if the promotion is made prior to January 1 the employee then would qualify to move to the next higher pay level on the salary range for the coming year, and if the promotion is made after December 31 that the employee would remain at the same level on the salary range for the coming year.

- b. An affected employee shall have seniority rights over the most junior employee in the next lower category for which he/she is qualified as per the following list: Head Bookkeeper; Supervising Secretary; Senior Principal Financial Clerk; Principal Financial Clerk; Secretary twelve (12) months; Secretary ten (10) months; Office Assistant twelve (12) months; Office Assistant ten (10) months. These employees will have no seniority rights in the Career Technician category.
- c. The employees in the Career Technician category shall have seniority rights only in that respective category.

17. REPRESENTATION FEE

17.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this Agreement.

17.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 17.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

17.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- a. In November; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a

20. TERM AND DURATION

- 20.1 This agreement shall be in effect as of July 1, 1987, subject to the rights of the parties to negotiate a successor agreement as provided in "2.1".
- 20.2 This agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1988.

- D. Ten (10) month employees are to work the five (5) working days just prior to September 1.
- E. A new employee shall be appointed for a three (3) month probationary period.
- F. Each employee of the office personnel staff will receive with his/her notification of reemployment a copy of this agreement, his/her classification and salary for the forthcoming year.
- G. A list of present employees and their salary level shall be maintained by the Board and the Association.
- H. The Personnel Office shall forward to the Association President copies of Board minutes where new employees are hired, and employees are transferred to different categories.
- I. After fifteen (15) years of continuous service in the district, upon retirement as per PERS, an employee may continue State Health Benefits Plan until age 65 when Medicare takes over. Premiums at group rate shall be paid by the employee in advance in quarterly installments if possible.

IN WITNESS WHEREOF, the parties have hereto set their hands this

28th day of September, 1987.

FOR THE Association

Beatrice C. Morris

Manna Lynn Paoney

FOR THE EMPLOYER

John Ball
John Ball, President
Board of Education
Ewing Township, New Jersey

J. Bruce Morgan
J. Bruce Morgan
Business Administrator/Board
Secretary
Board of Education
Ewing Township, New Jersey

